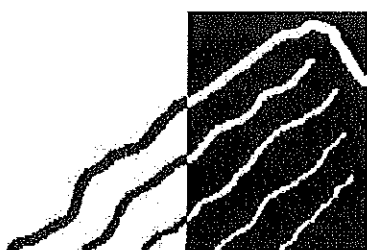


### **Fee Agreement**

Darald Bly, Joseph A. Whitcomb (attorney), and Brandon M. Selinsky (attorney), agree as follows:

1. The client hires the attorneys to act on his behalf regarding the client's claim for VA benefits. This claim is for service-connected disability benefits. The attorneys will represent the client before the VA on this claim.
2. The attorneys agree to perform all acts which, in the judgment of the attorneys, are necessary to enforce and protect the rights of the client on this claim. The attorneys may exercise his professional judgment as to the manner of seeking relief.
3. In consideration of the services to be rendered by the attorneys, the client agrees to pay the attorneys one-fifth (20%) of any amount owed by the VA to the client as a lump sum and representing client's retroactive benefits, from the date benefits began through the date benefits are awarded for this claim. These fees shall be paid to the attorneys by the VA from the client's retroactive benefits as provided by 38 CFR § 14.636(h). If the VA does not ultimately award any additional benefits to the client on this claim, the client will not owe the attorneys any money for the attorneys' work on this claim. In addition to the 20% fee described above, the client also agrees to pay all out-of-pocket expenses incurred in connection with a case such as copies of medical records, minus cost recovered from the VA. The attorneys will absorb costs such as mailing, long distance telephone charges, and office copying and computer research.
4. If the Court either awards benefits or remands this claim to the VA for a new decision, the attorneys may seek an order from the court directing the VA to pay attorney fees under the Equal Access to Justice Act (EAJA), 28 U.S.C. section 2412. If the Court awards attorney fees under the EAJA, the entire amount of the award shall be paid to the attorneys.
5. If (a) the Court awards attorney fees under the EAJA, and (b) the Court awards VA benefits on this claim, or the Court remands the case to the VA for a new decision,



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and the VA ultimately awards benefits on this claim, then the fee owed to the attorneys will be as follows. If 20% of the amount owed by VA to the client as a lump sum and representing clients retroactive benefits is greater than the amount of the EAJA fee received by the attorneys, then the fee owed by the client to the attorneys will be 20% of the lump-sum owed by VA to the client minus the award of attorney fees that the attorneys received under the EAJA. These fees shall be paid to the attorneys by the VA from the client's retroactive benefits as provided by 38 CFR § 14.636 (h). If 20% of the amount owed by VA to the client as a lump sum and representing client's retroactive benefits is less than the amount of the EAJA received by the attorneys, then the client will be entitled to 100% of the lump sum and the attorneys will receive no additional money as a fee.

Darald Bly  
Darald Glen Bly (Jul 6, 2016)

Client's signature  
Darald Bly

7/6/16  
Date

Joseph A. Whitcomb  
Attorney's signature  
Joseph A. Whitcomb

7/6/16  
Date

Brandon M. Selinsky  
Attorney's signature  
Brandon M. Selinsky

7/6/16  
Date